

NORTH
AMERICAN
CAR

RECORDATION NO. 5818-M
FILED 2425

3-172A058

JUN 21 1983 10:30 AM

INTERSTATE COMMERCE COMMISSION JUN 21 1983

NORTH AMERICAN CAR CORPORATION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

RECORDATION NO. 18443-0
FILED 2425

See S. 60.00

JUN 21 1983 10:30 AM

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed several originals of the document described below, to be recorded pursuant to Section 11303 of title 49 of the U.S. Code.

This document is a Supplemental Trust Agreement, a secondary document, dated as of May 31, 1983.

The primary document to which this document is connected is recorded under recordation no. 5818.

The names and addresses of the parties are:

Obligor: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

Trustee: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

Attn: Corporate Trust Department

The Equipment covered by the document is described therein.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger delivering this letter.

A short summary of the document to appear in the index follows: *Complete restatement of all equipment numbers covered.*

Supplemental Trust Agreement to an Equipment Trust Agreement with Recordation No. 5818, dated as of May 31, 1983, between North American Car Corporation, and Harris Trust and Savings Bank, as Trustee, restating the equipment covered in said Equipment Trust Agreement.

Very truly yours,


Jerome P. Frett

Enclosures



NORTH AMERICAN CAR CORPORATION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

Date 3/15/82
Fee \$10.00

cc Washington

November 24, 1981

RECORDATION NO.

5818-J
FEB 14 1982

MAR 15 1982 2:30 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and several counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplemental Trust Agreement, a secondary document dated as of November 24, 1981.

The primary document to which this is connected is recorded under Recordation No. 5818.

The names and addresses of the parties to the document are as follows:

Obligor: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

Trustee: Harris Trust and Savings Bank, as Trustee
111 West Monroe Street
Chicago, Illinois 60603

The equipment covered by the document is described therein.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger delivering this letter.

A short summary of the document to appear in the index follows:

Supplemental Trust Agreement to an Equipment Trust
Agreement with Recordation No. 5818 , dated as of 11/24/81
covering the equipment described therein.

Very truly yours,

James M. Gillespie

JMG:bmt
Enclosures

MAR 15 1982 12 30 PM

SUPPLEMENTAL TRUST AGREEMENT

INTERSTATE COMMERCE COMMISSION

Dated as of November 24, 1981

THIS SUPPLEMENTAL TRUST AGREEMENT ("Supplement") dated as of November 24, 1981, between NORTH AMERICAN CAR CORPORATION (the "Company") and HARRIS TRUST AND SAVINGS BANK, as Trustee (the "Trustee");

W I T N E S S E T H :

WHEREAS the Company has heretofore executed and delivered to the Trustee an Equipment and Collateral Trust Agreement dated as of August 15, 1970 (the "Trust Agreement"), providing for the issue of its 10-½% Equipment Trust Certificates, Second 1970 Series due August 15, 1985 (the "Trust Certificates"), in the aggregate principal amount of \$7,100,000, a true copy of which Trust Agreement is, if the Trustee so directs, annexed hereto as Appendix B, the terms and provisions of which Trust Agreement are incorporated by reference herein, and the definitions provided in said Trust Agreement are hereby extended to apply to all capitalized terms used herein and not otherwise herein defined; and

WHEREAS the Company desires to effect a substitution under the Trust Agreement for certain of the Trust Equipment which has been destroyed or otherwise disposed of, or has become unsuitable or unnecessary for the use of the Company;

WHEREAS the parties hereto desire to amend the Trust Agreement so as to give effect to such substitution;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) duly paid to it by the Trustee on execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee covenant and agree for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

- a) Each of the railcars described in Appendix A hereto which has not heretofore been delivered to the Trustee and subjected to the Trust Agreement is hereby delivered to the Trustee and subjected to the Trust Agreement as part of the Trust Equipment thereunder;

and the Trustee hereby appoints the Company as the agent of the Trustee to accept delivery and certify as to the marking of said railcars and of all other railcars which may hereafter be delivered to the Trustee and subjected to the Trust Agreement.

b) All those railcars which have heretofore been subject to the Trust agreement and included among the Trust Equipment, but which are not included among the railcars described in Appendix A hereto, are hereby released by the Trustee from the Trust Agreement.

c) The Trust Equipment subject to the Trust Agreement pursuant to Section 3.01 thereof (as heretofore modified, amended and supplemented) is hereby restated in its entirety to be those railcars described in Appendix A hereto.

The Trustee accepts the provisions of this Supplement but only upon the terms and conditions set forth in the Trust Agreement as amended hereby.

Except as amended hereby, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect. This Supplement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Except for the restatement of the Trust Equipment and the Trust Agreement, as provided herein, this Supplement shall not supersede, displace or invalidate any prior recordation of the Trust Agreement under the laws of any province of Canada.

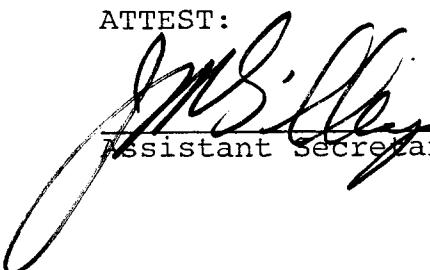
The provisions of this Supplement and all the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois. The Company hereby waives and releases all its rights, benefits, and protection given it by Sections 23 through 28 (both inclusive) of the Chattel Mortgage Act of the Province of British Columbia, and amendments thereto, and by Sections 19 through 24 (both inclusive) of the Sale of Goods on Condition Act of the Province of British Columbia, and amendments thereto.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplement to be executed by their respective officers, duly authorized, and have caused their respective corporate seals, duly attested, to be hereunto affixed, as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By P. M. O. Harran
Vice President

ATTEST:



J. M. B. Kelly
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By R. Morrison
Its VICE PRESIDENT

ATTEST:



C. P. Otto
Its ASSISTANT SECRETARY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 24th day of November, 1981,
before me personally appeared Paul M. O'hara,
to me personally known, who, being by me duly sworn, says
that he is a Vice President of NORTH AMERICAN CAR CORPORATION,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation and that said instru-
ment was on November 24, 1981, signed and sealed
on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the fore-
going instrument was the free act and deed of said corporation.

Jean Prewitt
Notary Public

My Commission Expires:

March 26, 1983

(S E A L)

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 8th day of JAN, 1982,
before me personally appeared R. G. MASON,
to me personally known, who, being by me duly sworn, says
that he is VICE PRESIDENT of HARRIS TRUST
AND SAVINGS BANK, that one of the seals affixed to the
foregoing instrument is the corporate seal of said corporation
and that said instrument was on JAN 8, 1982,
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

Danette C. Seay
Notary Public

My Commission Expires:

November 29, 1984

(S E A L)

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST
SECOND 1970 SERIES

SERIAL #	CAK	RUNNING #	CAR TYPE	MECH A/R	TRUCK	DESN. CODE	CAPACITY	DESCRIPTION
QUANT.	FROM TO	INIT. FRUM ID						
1	031431	NAHX 031431	HOPPER	LD	L151	TON	2,000 CUBIC FEET	
7	034476	034482	NATX 034476	034482	TANK	T	1399	TON
1	034483		NATX 034483		TANK	TP	1609	TON
4	034484	034487	NATX 034484	034487	TANK	T	1399	TON
1	034488		NATX 034488		TANK	T	1389	TON
1	034489		NATX 034489		TANK	IP	1389	TON
8	034490	034497	NATX 034490	034497	TANK	T	1389	TON
2	034499	034500	NATX 034499	034500	TANK	T	1389	TON
6	034502	034507	NATX 034502	034507	TANK	T	1389	TON
1	034508		NATX 034508		TANK	T	1399	TON
1	034509		NATX 034509		TANK	T	1399	TON
18	034510	034527	NATX 034510	034527	TANK	T	1399	TON
5	034529	034533	NATX 034529	034533	TANK	T	1389	TON
3	034621	034623	NATX 034621	034623	TANK	T	1389	TON
1	034625		NATX 034625		TANK	T	1399	TON
1	034626		NATX 034626		TANK	TP	1389	TON
1	034627		NATX 034627		TANK	T	1389	TON
1	034629		NATX 034629		JANK	T	1389	TON
1	034630		NATX 034630		TANK	TP	1389	TON
2	034631	034632	NATX 034631	034632	TANK	T	1389	TON
1	034634		NATX 034634		TANK	IP	1389	TON
1	034635		NATX 034635		TANK	T	1389	TON
1	034637		NATX 034637		TANK	TP	1389	TON
5	034647	034651	NATX 034647	034651	TANK	T	1399	TON
4	034653	034656	NATX 034653	034656	TANK	T	1399	TON
1	034657		NATX 034657		TANK	T	1389	TON
1	034660		NATX 034660		TANK	IP	1389	TON
1	034662		NATX 034662		TANK	T	1389	TON
3	034665	034667	NATX 034665	034667	TANK	T	1399	TON
1	034670		NATX 034670		TANK	T	1399	TON
3	034671	034673	NATX 034671	034673	TANK	T	1389	TON
1	034674		NATX 034674		TANK	TP	1389	TON
1	034676		NATX 034676		TANK	T	1389	TON
1	034677		NATX 034677		TANK	T	1399	TON
1	034678		NATX 034678		TANK	T	1389	TON
2	034680	034681	NATX 034680	034681	TANK	T	1399	TON
1	034682		NATX 034682		TANK	T	1389	TON
2	034684	034685	NATX 034684	034685	TANK	T	1389	TON
1	034686		NATX 034686		TANK	T	1399	TON
1	034688		NATX 034688		TANK	T	1399	TON
1	034689		NATX 034689		TANK	T	1389	TON
1	034690		NATX 034690		TANK	T	1399	TON
1	034691		NATX 034691		TANK	T	1389	TON
2	034693	034693	NATX 034693	034693	TANK	T	1399	TON
1	034696		NATX 034696		TANK	T	1389	TON

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST
SECOND 1970 SERIES

SERIAL #	CAR FROM INIT	RUNNING # TO	CAR TYPE	MACH AAR DESN CODE	TRUCK CAPACITY	DESCRIPTION
1 034698	NATX 034698		TANK	L T399	TON 34,000	GALLON CAPACITY DOT SPEC. DOT112S340W
1 034701	NATX 034701		TANK	T P T389	TON 34,000	GALLON CAPACITY DOT SPEC. DOT112J340W
1 034703	NATX 034703		TANK	T T389	TON 34,000	GALLON CAPACITY DOT SPEC. DOT112J340W
16 047500	047515	CPAA 387630	387645	HOPPER LO L153	TON 4,000	CUBIC FEET
6 047517	047522	CPAA 387647	387652	HOPPER LO L153	TON 4,000	CUBIC FEET
9 047524	047532	CPAA 387654	387662	HOPPER LO L153	TON 4,000	CUBIC FEET
*4 047534	047537	CPAA 387664	387667	HOPPER LO L153	TON 4,000	CUBIC FEET
25 047539	047563	CPAA 387669	387693	HOPPER LO L153	TON 4,000	CUBIC FEET
7 047565	047571	CPAA 387695	387701	HOPPER LO L153	TON 4,000	CUBIC FEET
27 047573	047599	CPAA 387703	387729	HOPPER LO L153	TON 4,000	CUBIC FEET
3 071372	071374	NATX 071372	071374	TANK T11 T105	TON 21,000	GALLON CAPACITY DOT SPEC. DOT111A100W
1 071380		NATX 071380		TANK T MI T105	TON 21,000	GALLON CAPACITY DOT SPEC. DOT111A100W
20 090210	090229	NAHX 090210	090229	HOPPER LO L453	TON 4,000	CUBIC FEET
1 475007		NAHX 475007		HOPPER LO L153	TON 5,000	CUBIC FEET
2 475097	475098	NAHX 475097	475098	HOPPER LO L153	TON 5,000	CUBIC FEET
1 475100		NAHX 475100		HOPPER LO L153	TON 5,000	CUBIC FEET
1 475102		NAHX 475102		HOPPER LO L153	TON 5,000	CUBIC FEET
2 475104	475105	NAHX 475104	475105	HOPPER LO L153	TON 5,000	CUBIC FEET
4 475108	475111	NAHX 475108	475111	HOPPER LO L153	TON 5,000	CUBIC FEET
2 475113	475114	NAHX 475113	475114	HOPPER LO L153	TON 5,000	CUBIC FEET
2 475134	475135	NAHX 475134	475135	HOPPER LO L153	TON 5,000	CUBIC FEET
1 475154		NAHX 475154		HOPPER LO L153	TON 5,000	CUBIC FEET
1 475156		NAHX 475156		HOPPER LO L153	TON 5,000	CUBIC FEET
1 480707		WVRC 009057		HOPPER LO L153	TON 5,000	CUBIC FEET